

AGREEMENT

by and between the

**Laborers' International Union of North America –
Illinois State Employees Association, Local 2002;
Southern and Central Illinois Laborers' District Council**

and the

**Departments of Central Management Services
and Agriculture**

State of Illinois

**for VR-706
Meat & Poultry Inspector Supervisors**

February 22,2007– June 30, 2008

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AGREEMENT

This Agreement is made and entered into this the date of signature by and between The Illinois Departments of Central Management Services and Agriculture, hereinafter referred to as "Employer" and Laborers' International Union of North America - Illinois State Employees Association, Local 2002, and the Southern and Central Illinois Laborers' District Counsel hereinafter referred to as "Union", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

PURPOSE

Whereas, the Union, was certified by the State of Illinois, Illinois Labor Relations Board - State Panel, on October 18, 2006, in Case No. S-VR-07-006, as the exclusive bargaining representative for the purpose of bargaining for the employees; and

Whereas, it is the intent and purpose of Employer and the Union to set forth the accords between them, for the term thereof, of the rates of pay, the hours of work, and the other terms and conditions of employment to be observed by the employees covered and the parties in order to establish harmonious and to provide equitable treatment of the covered employees;

Therefore, the following Agreement is entered into.

ARTICLE 1 **RECOGNITION**

Section 1. Recognition

Pursuant to the certification of the Illinois Labor Relations Board dated October 18, 2006, the Employer recognizes the Laborers' International Union of North America as the sole and exclusive bargaining representative for all Meat and Poultry Inspector Supervisors (herein referred to as "Employees" employed by the Illinois Department of Agriculture, excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act (5 ILCS 315).

Section 2. Successor Classes

The parties agree that if a new classification is a successor title, or replacement title, to a classification covered by this Agreement, with no substantial change in duties, the parties shall stipulate to the inclusion of such classification in this agreement.

Section 3. New Classifications - Scope of VR-706 Unit

The Employer agrees to meet and discuss with the Union the inclusion or exclusion of any and all newly instituted classification specifications, which may be described within the scope of VR-706 as follows:

A statewide supervisory unit of meat and poultry inspection supervisors of the Illinois Department of Agriculture.

Where the parties agree to include a new classification, they shall so stipulate before the Illinois State Labor Relations Board.

Employer shall notify the Union of such new classification specifications prior to the submission of said classifications to the Civil Service Commission.

Section 4. Changes in Existing Classifications

The Employer shall notify the Union of any changes in bargaining unit job classifications and upon timely request meet with the Union prior to the submission of said classifications to the Civil Service Commission.

Section 5. Pay

Employer agrees to negotiate with the Union as to the appropriate pay grade to be assigned to job classifications determined to be in the VR-706 bargaining unit. If no agreement is reached between the parties, the Union shall be allowed to file a grievance in accordance with Article 11 of this Agreement. The grievance shall be filed at step 4 of the grievance procedure. In the event that an appropriate resolution is not reached at step 4, then the issue may be submitted to an arbitrator.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the classification series and in the bargaining unit;
- b) Like positions with similar job content and responsibilities within the labor market generally;

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

Section 6. Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit and agrees that it

will not propose or take any action for the purpose of eroding it. The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis or provisional employees appointed under the Personnel Rules shall not be considered erosion of the bargaining unit.

ARTICLE 2 **DEFINITIONS**

1. "Director" refers to the Director of the Illinois Departments of Central Management Services or Agriculture as the context may require.
2. "Employer" refers to the Illinois Departments of Central Management Services or Agriculture as the context may require.
3. "Employee" refers to a person employed in the job classifications covered by this Agreement; excluding temporary, emergency, provisional, per diem, confidential or managerial employees.
4. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rule 902.300; provided, however, that such probationary employees shall have no right to the grievance procedure.
5. "Workday" shall mean a normal period of eight (8) hours which is uninterrupted by any period of time except for breaks and meal periods or leave time.
6. "Union" refers to the Laborers' International Union of North America-Illinois State Employees Association - Local 2002 as the context may require.
7. "Agency" refers to the Illinois Department of Agriculture.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1. Rights Residing with the Employer

Except as amended, changed or modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such rights. Examples of the rights reserved solely to the Employer, its agents and officials include, but are not limited to, the right: to operate so as to carry out the statutory mandate of the

Employer; to establish the Employer's missions, programs, objectives, activities and priorities; to plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities; to manage, direct, and control all of the Employer's activities to deliver programs and services; to determine the size and composition of its workforce; to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the departments, divisions and sections and the work performed therein; to determine the number of hours of work and shifts per workweek; to develop and change work schedules and assignments; to develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out; to make, extend, limit and execute contracts and all other instruments necessary or convenient for the performance of the Employer's duties or exercise of the Employer's powers, including contracts with public and private agencies, organizations, corporations or individuals; to determine the Employer's organization; to take whatever actions the Employer deems necessary to carry out services when the Employer determines an emergency; to maintain or modify any and all public operations and work requirements entrusted to the Employer to more efficiently and effectively provide services.

Section 2. Non-Waiver

The above enumerations of the Employer's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

ARTICLE 4 **ACCOUNTABILITY OF SUPERVISORS**

Supervisors shall serve, represent and execute such policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Employer as such policies, procedures and directives may be established. Within the scope of these policies, procedures and directives, Supervisors are to prepare, oversee and monitor the performance of Department employees, discipline and evaluate performances of subordinates in order to make such recommendations to the Employer.

ARTICLE 5
NON-DISCRIMINATION

Section 1. Prohibition

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, disability, political affiliation or sexual orientation.

Section 2. Employer's Responsibility

The Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of the Union or because of their exercise of any rights granted by this Agreement or by the Illinois Labor Relations Act (5 ILCS 315).

Section 3. Union Responsibility

The Union shall not restrain or coerce employees in the exercise of rights guaranteed by this Agreement, or by the Illinois Public Labor Relations Act (5 ILCS 315).

Section 4. Equal Employment/Affirmative Action/ADA

The parties recognize the Employer's obligation to comply with federal and state Equal Employment Affirmative Action Laws and the Americans with Disabilities Act.

ARTICLE 6
DUES DEDUCTIONS

Section 1. Deductions

Employer agrees to deduct Union membership fees and assessments upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller.

Section 2. Fair Share Defined.

Employees covered by this Agreement who are not members of the Union and paying dues by voluntary payroll deduction pursuant to the provisions contained herein, shall be required to pay a proportionate "fair share" of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, which have been

incurred by the Union in representing such employee without regard to such non-membership. Such "fair share" amount shall be certified by the Union to the Employer prior to it being deducted from the earnings of such non-member employee and shall be remitted to the Union on a semi-monthly basis. The "fair share" amount, as certified by the Union, shall not exceed regular membership dues uniformly required of Union members within the bargaining unit.

Pursuant to the provisions contained herein, "Fair Share" constitutes the proportionate share of the costs of negotiating and enforcing the terms of this Agreement and the pursuance of matters affecting terms and conditions of employment, which the Union experiences due to its non-discrimination between members and non-members. The "fair share" amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office nor does it preclude any employee from making voluntary political contributions in conjunction with his/her fair share payment. The "fair share" amount shall also not include any fees for contributions toward organizing.

Any non-member employee who is unable to make his/her fair share payment due to his personal bona fide religious tenets or teachings of a church of religious charitable organization mutually agreed upon by the employee affected and the Union. If the parties are unable to agree on the matter, such payment shall be made to a charitable non-religious organization from an approved list maintained by the Illinois Public Labor Relations Board. Under such circumstances, the Employer shall remit such fair share payment to the selected non-religious charitable organization and supply the Union with receipt of such.

Section 3. Fair Share Objection Procedure:

- Step 1. Fair share Objector shall protest fair share deduction in writing to the Illinois State Employees Association, Local 2002, Laborers' International Union of North America Business Manager within fifteen (15) days of receiving annual fair share notice. The objection must state with specificity the challenge and how much of the fair share is being objected to. Such objection shall be by certified mail or in person and in either instance a signed receipt from the Business Manager or their designated representative is required. The Local Union Business Manager shall have thirty (30) days to respond to fair share objections; such response shall be in writing and sent through certified mail. If the Objector is not satisfied with the Business Manager's response, they may appeal such response to the Local Union Executive Board as outlined in Step 2 herein.
- Step 2. The Objector must notify the Local Union Executive Board in writing of their appeal of the Business Manager's response within fifteen (15) days of receiving the Step 1 response and such appeal notice

shall be made by certified mail. The Local Union Executive Board shall conduct a hearing within thirty (30) days of receipt of appeal. Receipt of the appeal should be signed by the Business Manager immediately upon receipt. The Objector and Business Manager shall present their case to the Local Union Executive Board in oral and/or written form. The Local Union Executive Board shall render its written decision on the case within fifteen (15) days; such decision shall be delivered to each party by certified mail. If either party finds the decision unsatisfactory, they may appeal the decision to arbitration as outlined in Step 3.

- Step 3. The Objector or Business Manager may choose to appeal the Step 2 decision to an arbitration by notifying the Local Union Executive Board within fifteen (15) days of receiving the Step 2 decision. The Step 3 appeal must be in writing and made so through certified mail. The Local Union Executive Board shall arrange an arbitration hearing with an Illinois Department of Labor arbitrator and such hearing will be no later than thirty (30) days unless an arbitrator is not available, and then the arbitration will take place as soon as the arbitrator can be made available. The Objector and Business Manager shall present their case in either oral or written form. The arbitrator shall have thirty (30) days to render a written decision. This decision shall be final and binding upon all parties.

This fair share objection and arbitration procedure shall be unique and only apply to this particular contestation. The Business Manager may elect to have another Union representative take his/her place for any of the above mentioned Steps.

Section 4. Remittance

Employer agrees to remit deductions made pursuant to section 1 and Section a of this Article promptly to Union at the address designated in writing to the Comptroller by Union.

Section 5. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 7 **SENIORITY**

Section 1. Definition

Seniority for the purposes stated in this agreement, shall consist of an employee's length of service with the Department of Agriculture as a Meat & Poultry Inspector Supervisor. Seniority ties shall be broken by date of entry to the Department of Agriculture.

Section 2. Information

Employer shall provide the Union with seniority dates for all bargaining unit employees within thirty (30) days of the effective date of this Agreement.

Section 3. Termination of Seniority

Seniority shall be terminated when an employee:

- A. voluntarily resigns, provided that he/she is not re-employed within four (4) calendar days;
- B. is discharged, provided that should the employee be returned as a result of an appeal, his/her seniority shall be reinstated;
- C. fails to report to work upon recall as provided in Article 16;
- D. is laid off for a period of two (2) years.

ARTICLE 8 **HOURS OF WORK**

Section 1. Limitation

This Article shall not be construed as a guarantee or limitation on the number of hours per day or days per week.

Section 2. Definition

The workweek is defined as a regularly re-occurring period of 168 hours consisting of seven (7) consecutive 24-hour periods. The employee's normal workweek shall consist of 40 hours per week of five (5) consecutive work days of eight (8) hours each.

Section 3. Work Schedules

The current scheduling practices prevail with respect to the starting and quitting time, days off, or shifts thereof. Work schedules shall be related to the starting and quitting times of the hours of operations of assigned plants and subordinate staff. Where changes in permanent schedules affecting bargaining unit employees are desired by Employer, the Employer shall notify the Union prior to implementation.

The Employer reserves the right to make temporary or seasonal work schedule changes with reasonable notice.

Section 4. Rest Period

Employees shall be entitled to a non-cumulative 15-minute paid rest period at approximately midway during both the first and second half of the workday. Such rest periods shall be granted except during operational emergencies.

Section 5. Meal Period

Employer agrees to grant a meal period of not less than thirty (30) but not more than sixty (60) consecutive minutes to employees.

ARTICLE 9 **RATES OF PAY**

Section 1. Direct Deposit

All paychecks for employees shall be delivered via direct deposit.

Section 2. Wage Schedule

Such negotiated rates are set forth below shall become the rates of pay applicable to such position classification.

Upon signature of the collective bargaining agreement, the salary for all positions covered by this Agreement shall be:

Step	1	2	3	4	5	6	7
	3557	3712	3861	4007	4161	4396	4484

The salary scale for all positions covered by this Agreement shall be increased by 3%, effective July 1, 2007.

Step	1	2	3	4	5	6	7	8
	3664	3823	3977	4127	4286	4528	4619	4665

The salary scale for all positions covered by this Agreement shall be increased by 3%, effective January 1, 2008.

Step	1	2	3	4	5	6	7	8
	3774	3938	4096	4251	4415	4664	4758	4805

Section 3. Step Increases

Upon satisfactory completion of twelve (12) months creditable service in a step, employees shall receive a step increase to the next higher step. Other Pay Plan provisions under the Personnel Rules shall apply.

Upon signature of the collective bargaining agreement, employees shall be placed on a step that represents a full step increase (the difference between Step 7 and Step 6), as applicable. The employees' creditable service date shall be the effective date of the Agreement.

Effective July 1, 2007, a Step 8 shall be established for each pay grade at a pay rate 1% higher than the Step 7 rate.

ARTICLE 10 **PREMIUM PAY**

Section 1. Overtime

- A. Employees who are authorized and do work in excess of their normal work week shall receive straight time compensatory credit for such hours worked. Overtime credit shall not be earned unless specifically authorized and/or directed by Employer. Overtime in less than ½ hour increments shall not accrue. Payment for such overtime credits shall be in compensatory time unless cash payment is available and the Employer determines that he/she be paid cash in lieu of compensatory time. Such compensatory time shall be liquidated in cash before the end of the fiscal year in which earned.

Compensatory time shall be taken in one (1) hour increments.

- B. The method of scheduling of compensatory time off and the amount of compensatory time an employee is allowed to accrue shall be determined by the Employer.

- C. An employee who is charged with a UA (unexcused-unauthorized absence), XA (unexcused-unreported absence), takes a day off without pay for which he/she is not eligible for under Article 13, Leaves of Absence, or is suspended without pay on a normal workday and works his/her day off during the same week shall not have such hours considered for determined overtime computation.

Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates.

Section 2. Holiday Pay

- A. An employee who is required to work on an approved State holiday may, at the employee's discretion, choose double time cash in lieu of having compensatory time off at a future date. An employee who works on Thanksgiving Day, the day after Thanksgiving or Christmas Day is compensated at the rate of one time and one-half (1½) cash payment in addition to Holiday pay. For the purposes of overtime computation, holidays shall count as time worked, unless such holiday falls on the employee's regularly scheduled day off. Holiday time may be taken in one (1) hour increments.
- B. To be eligible for holiday pay, the employee shall work the employee's last scheduled workday before the holiday and first scheduled workday after the holiday, unless absence on either or both of these workdays is for good cause and approved by the operating agency.

Section 3. Bilingual Pay

Positions whose job descriptions require the use of sign language or which require the employee to be bilingual, shall receive an additional \$100 per month or 5.0% of their monthly base salary whichever is greater.

ARTICLE 11 **GRIEVANCE PROCEDURE**

Section 1. Definition

A. A grievance is defined as any dispute or difference between Employer and the Union or any employee or group of employees covered by this Agreement with respect to the meaning, interpretation or application of this Agreement or with respect to issues arising out of other circumstances or conditions of employment within the control of Employer.

B. Grievances may be processed by an employee as provided herein, and by the Union on behalf of itself, on behalf of any employee or on behalf of a group of

employees but must set forth the names or classifications of such group of employees on the grievance. The resolution of a group grievance shall be made applicable only to those employees listed as grievants.

C. Any grievance arising out of the interpretation and/or application of a provision contained within this Agreement shall be heard pursuant to the procedures established herein.

Section 2. Grievance Steps

Step 1. Within five (5) working days of the incident giving rise to the grievance, or from the date the employee should have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with his/her immediate supervisor. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within ten (10) working days of receipt of the grievance, the grievant's immediate supervisor shall issue a written decision and serve a copy on the grievant and/or on the Union.

Step 2. If dissatisfied with the Step 1 decision, the grievant or the Union may appeal to Step 2 within ten (10) working days of receipt of the Step 1 decision or the date such decision was due, whichever is earlier, by filing a copy of the grievance with the Bureau Chief. Failure to file to Step 2 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 1 decision. Within five (5) working days of receipt of the grievance, the Bureau Chief shall issue a written decision and serve a copy on the grievant and on the Union.

Step 3. If dissatisfied with the Step 2 decision, the Union may appeal to Step 3 within five (5) working days of receipt of the Step 2 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the Director of the Department of Agriculture or the Director's designee. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 2 decision. The Director or his/her designee, shall schedule a meeting to discuss the grievance with the Union. Such meeting shall be held within fifteen (15) working days of receipt of the grievance. Within ten (10) working days after such meeting, the Director or his/her designee shall issue a written decision and serve a copy on the Union.

Step 4. If dissatisfied With the Step 3 decision, or if no decision is issued within the specified time limit, the Union may appeal to the Director of CMS or his/her designee by submitting a written notice of appeal with a copy of the grievance attached within ten (10) working days after receipt of the Step 3 decision or the date such decision was due. Failure to file to Step 4 within the prescribed time

limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 3 decision. Within twenty (20) working days after receipt of the Step 4 appeal, the CMS Director, or his/her designee, the parties shall schedule a meeting to:

- a) Discuss and resolve the grievance; or
- b) Select an arbitrator to hear the grievance and establish, where possible, the hearing date.
- c) Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or is such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The merits of the grievance shall be based on the exact wording of the grievance.

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way that application of laws and rules and regulations having the force and effect of law.

The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding. The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made. In cases where a court reporter is used the cost of the court reporter's attendance and transcript shall be bourn by the party that requests the court reporter. However, in the event an arbitrator requests a copy of the record the costs of the court reporter's attendance and arbitrator's transcript shall be bourn equally. If both parties request copies of the record the entire cost of transcription shall be bourn equally by each party.

Section 3. Representation

Employees covered by this Agreement shall be represented only by the Union. Such representation shall be permitted at any and all steps of the procedure. The union representatives shall be from the same region as the employee requesting representation, unless the region does not have a representative, the regional representative is unavailable, or unless mutually agreed otherwise. In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be at Step 2.

Section 4. Time Limits

A. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn or shall result in the grievance being resolved pursuant to the Employer's decision, as applicable. Failure of Employer to respond within the designated time limits at any step of the grievance procedure shall permit the Union, and where provided, the employee, to process the grievance to the next step within the designated time limits.

B. The time limits at any step may be extended by agreement of the parties involved at that step.

C. Grievances concerning suspensions and layoffs shall be initiated at Step 3 of the grievance procedure.

D. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the proper Employer representative at the step where it is desired to initiate the grievance.

Section 5. Time Off

A. The grievant and/or the Union steward shall be permitted reasonable time without loss of pay during their normal working hours to process a grievance. No

employee or Union steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor, which authorizations shall not unreasonably be withheld. Such leave shall not interfere with the operating needs of the agency. Such reasonable time off shall not exceed four (4) hours in any one day, except for arbitration days.

B. Employer shall not be responsible for any subsistence expenses incurred by grievants or the Union steward in the processing of grievances.

C. Witnesses who have been subpoenaed and who are State employees and whose testimony is pertinent to the grievance presentation will be permitted reasonable time off without loss of pay to attend grievance or arbitration hearings.

Section 6. Number of Grievances

By mutual agreement of the Union and Employer, more than one grievance may be scheduled at any step of the grievance procedure.

Section 7. Stewards and Jurisdictions

The Business Manager of the Local Union shall designate up to three (3) stewards, in addition to the Union staff, who are bargaining unit members who are authorized to represent employees. The Union shall designate the jurisdictional area for each steward. Each jurisdictional area shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration for the geographic area, shifts, units and where the number of employees in such units are too minimal to warrant designation of a steward.

The Union shall provide to the Employer a written list of stewards and their respective jurisdictional areas within a reasonable period of time after the effective date of this Agreement. Any changes thereto shall be forwarded to Employer by the Union as soon as possible after changes are made.

Section 8. Civil Service Commission Jurisdiction

The parties recognize that the Civil Service Commission has sole jurisdiction and authority to hear appeals relating to demotion, geographical transfer, or position classification/allocation.

Discharges and suspensions in excess of thirty (30) days within a twelve (12) month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission.

Section 9. Deferral to the Grievance Procedure

The parties recognize that any dispute arising from the collective bargaining agreement must be resolved pursuant to this Agreement, the Illinois Public Labor

Relations Act or the Uniform Arbitration Act.

ARTICLE 12 **DISCIPLINE**

Section 1. Definition

Disciplinary action shall include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Discipline may be imposed upon an employee only for just cause.

The Employer agrees with the tenets of corrective and progressive discipline.

An employee shall not be demoted for disciplinary reasons, nor shall any employee be transferred for disciplinary reasons.

The parties recognize that counseling and corrective action plans are not considered disciplinary actions.

Section 2. Suspension Pending Discharge

The Employer may suspend an employee without pay up to 30 days pending a decision on discharge of the employee. Such actions shall not be subject to the grievance procedure, however if suspension pending discharge is replaced by another disciplinary action, written notice will be issued and such action may be subject to the grievance procedure.

Section 3. Pre-Disciplinary Meeting

Prior to notifying the employee of the measure of discipline to be imposed, the Employer shall notify the Union and the employee. The Employer shall afford a reasonable opportunity for a meeting with the employee involved and, if requested by the employee, the Union, for the purposes of providing all relevant documentation, contemplated measures of discipline, if possible, and names of witnesses relating to the facts of the charge; and to permit the employee to rebut the charges, if the employee so desires. If the employee does not request Union representation, the Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. The Employer shall provide reasonable notice of such meeting to be held at a mutually agreeable time.

Pre-disciplinary meetings shall not be required to be held in cases of oral and written reprimands

Section 4. Notice

In the event written disciplinary action is taken against an employee, the Employer shall promptly furnish employee and the Union with a clear and concise copy of the statement of facts giving rise to the discipline and the measure of discipline intended. The measure of discipline intended may not be increased as it relates to the statement of facts once the statement has been served. The Employer shall notify the employee and the Union of the discipline imposed, within forty-five (45) days after completion of the pre-disciplinary meeting.

Section 5. Investigatory Interview

An employee shall be entitled to the presence of a steward and/or Union staff at an investigatory interview if she/he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against her/him.

Section 6. Removal of Discipline

By written request of the employee, any discipline imposed except suspensions and/or discharges shall be removed from an employee's record if, from the date of the last reprimand or discipline, two (2) years pass without the employee receiving any additional discipline.

Section 7. Administrative Reassignment

The Employer may reassign an employee during the course of an investigation.

Section 8. Polygraphs

No employee may be required to take polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for refusal to take such. A Union representative may accompany a bargaining unit employee to a polygraph examination and may review the polygraph questions, but may not be present during the actual administration of a polygraph examination.

The employee shall be provided with a copy of the results of the report of that polygraph examination and a copy of the conclusions reached by the examiner within ten (10) days of receipt by the investigating unit or agency.

ARTICLE 13

LEAVES OF ABSENCE

Section 1. Leave for Personal Business

All employees shall be permitted three (3) personal business days off each calendar year with pay. Such personal days may be used for occurrences as observances of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the Employer through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of one-half ($\frac{1}{2}$) day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used taken in increments of less than two (2) hours at a time Supervisors may however, grant employee requests to use personal leave in one-half ($\frac{1}{2}$) hour after a minimum use of one (1) hour. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from the service except as provided by law and/or Personnel Rule.

Section 2. Leaves of Absence Without Pay

Unless otherwise provided in the Personnel rules and with the prior approval of the Director, the agency may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended or good cause for additional six (6) month periods with the Director's approval.

Any employee, except an employee in a position or program financed in whole or in part by loans or grants made by the United States or any Federal agency, who is elected to state office, shall, upon request, be granted a leave of absence for the duration of the elected terms.

Section 3. Disability Leave

A. An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability,

B. In granting such leave or use of sick leave provided in Personnel Rule 303.90, the Department of Agriculture shall apply the following standards:

1. A substantial portion of regularly assigned duties shall be those duties or

responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;

2. A request for disability leave shall be in writing except when the agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;

3. Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;

4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (225 ILCS 60 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;

5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties.

6. If the agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.

C. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.

D. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.

1. An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice or the appropriate authority or, in the absence of such authority, the attending physician.

2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of

his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.

3. In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees' Retirement System or other appropriate authority, including an impartial physician selected in accordance with Personnel Rule 303.145 B. (See B 6 above)

E. 1. An employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the employee was incumbent at the time the leave commenced.

2. An employee who returns from a disability leave exceeding six (6) months and there is no vacant position available in the same classification held by the employee at the commencement of such leave may be laid off in accordance with the Personnel Rules on Voluntary Reduction and Layoff, unless such leave resulted from service- connected disability, in which case the employee shall be returned to employment as in E 1 above.

Section 4. Employee Rights After Leave

When an employee returns from a leave of absence of six (6) months or less, the agency shall return the employee to the same or similar position in the same classification in which the employee was incumbent prior to commencement of such leave. Except for those leaves granted under Personnel Rules 303.155 and 303.160, when an employee returns from a leave or leaves exceeding six (6) months and there is no vacant position available to him/her in the same classification in which the employee was incumbent to such leave or leaves commencing, the employee may be laid off in accordance with the Personnel Rules on voluntary reduction and layoffs.

Section 5. Failure to Return

Failure to return from leave within five (5) days after the expiration date may be cause for discharge.

Section 6. Leave to Take Exempt Position

The Director may approve leaves of absence for certified employees who accept appointment in a position which is exempt from Jurisdiction B of the Personnel Code. Such leaves of absence may be for a period of one year or less and may be extended for additional one-year periods. At the expiration thereof, an employee shall be restored to the same or similar position upon making

application to the employing agency with continuous service including the period of such leave.

Section 7. Military and Peace Corps Leave

Leaves of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 302.220 and 302.230 and as may be required by law.

Section 8. Military Reserve Training and Emergency Call Up Pay Policy

A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.

B. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earning for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the agency, and the agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the agency shall return the difference to the employee.

C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.

D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or any reserve component of the Illinois State Militia shall be granted leave from state employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State and whether or not voluntary.

E. During such basic training and up to 60 days if special or advance training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he shall receive his regular compensation as a State employee minus the amount of his base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

Section 9. Leave for Military Physical Examinations

Any employee drafted into military service shall be allowed up to three (3) days

leave with pay to take a physical examination required by such draft. Upon request, the employee must provide the agency with certification by a responsible authority that the period of leave was actually used for such purpose.

Section 10. Attendance in Court

Any employee called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes. An employee subpoenaed by any legislative, judicial or administrative tribunal for non-work related personal litigation shall be granted benefit time, if such time is available and consistent with operational needs. If benefit time is not available, the employee shall be granted an unpaid leave. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

Section 11. Maternity/Paternity Leave

All female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the Employer no later than the 24th week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for three (3) weeks (15 work days) of paid paternity leave. The State shall require proof of the birth and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth.

All bargaining unit members are eligible for three (3) weeks (15 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year.

ARTICLE 14 **SICK LEAVE AND ILLNESS AND INJURY LEAVE**

Section 1. Sick Leave

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service during their current period of continuous service. Sick leave may

be used for illness, disability, or injury of the employee, appointments with doctor, dentist, or other professional medical practitioner, and for not more than 30 days in one (1) calendar year in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children or any relative or person living in the employee's household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of no less than one (1) hour at a time. Evidence of illness, including doctor's statement, may be required where the Employer may have reason to believe that such leave days were not used for the purpose herein set forth. For periods of absence for more than ten (10) consecutive workdays, the employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. Sick leave may also be used in the event of death of grand relations and parent and child-in-laws. Visit of two (2) days per year to a veterans hospital for examination needed because of military service-connected disability shall be in pay status without charge to Sick leave.

Section 2. Accumulation of Sick Leave

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under his provision and shall retain any unused sick leave or emergency absence leave accumulated prior to the effective date of this Agreement. Sick leave that remains at the time of employee separation or retirement shall be treated in accordance with Personnel Rules and Illinois Legislative Compiled Statutes.

Section 3. Advancement of Sick Leave

An employee with more than two (2) years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than ten (10) working days upon written approval of the agency and the Director of Central Management Services. Such advances will be charged against sick leave accumulated in subsequent service.

Section 4. Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of their sickness or injury shall receive an Illness or Injury Leave without pay and may receive additional extension(s) of such leave. Prior to application for such leave or extension thereof, the employee shall inform the Employer that such condition exists, or advise the Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if so requested, take a physical examination given by employer's physician if there is a doubt as to the

employee's illness. The employee shall report back to work as soon as physically able. If there is a difference of opinion between employer's physician and the employee's physician as to his/her illness or ability to return to work, Employer may request an examination by another physician (who is not employed by the State). Such examination shall be paid for by Employer.

Section 5. Proof of Illness or Injury Status

The Employer may place an employee on proof of injury status by notifying the employee and the Union that future use of sick time must be substantiated. In said notice, the Employer will state its reasons for placing the employee on proof status and will specify the type of substantiation required. The Employer shall specify any specific information it requires in the substantiation and the length of proof status. The employee or the Union may grieve being placed on proof status pursuant to the procedures of Article 11. If an employee on proof status fails to provide a medical statement which verifies he/she was seen by a medical practitioner on the date in question, the employee will not be allowed to use accumulated sick leave and may be subject to docking and/or discipline.

If the Employer demands an additional form of proof different from that which is furnished and involves cost to the employee, the Employer shall pay the cost of such professional charges, when such verifies the employee was not abusing sick leave.

ARTICLE 15 **LAYOFF**

Section 1. Application of Layoff

The Union recognizes the right of the Employer to layoff employees for reasons of lack of funds or work, abolition of a position, or material change in duties or organization.

Section 2. Layoff Procedure

Layoffs shall be by position classification within the appropriate organizational unit. Employees within the appropriate organizational unit shall be laid off in inverse order of seniority, unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification.

No certified or probationary employee may be laid off until all temporary, emergency, and provisional employees in the same classification and organizational unit are terminated.

Section 3. Notice of Layoff

In the event that the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify the Union thirty (30) calendar days prior to the effective date, except in emergency situations. Unless operational needs dictate otherwise, employees shall be given 10 calendar days notice prior to the effective date of layoff.

Section 4. Transfer/Reduction In Lieu of Layoff

An employee who is subject to layoff shall be offered all available lateral or lower level permanent vacancies for which they are qualified within the agency as applicable and seniority permitting. Refusal to accept such offer will not impair the employee's right to re-employment provided in Section 5 of this Article. The parties recognize that promotion is not an option in the layoff process.

Section 5. Re-Employment

- A. When permanent vacancies occur within the Meat & Poultry Inspector Supervisor position classification, prior to filling such vacancies by any other means, the Employer shall re-employ laid off employees to such position classification pursuant to re-employment. Employees subject to layoff may select two (2) additional re-employment counties in addition to the county of layoff for re-employment.
- B. A laid off employee who fails to respond within ten (10) workdays of the re-employment, or upon acceptance fails to be available for work within the time agreed to by Employer which shall not be less than five (5) days, shall forfeit all re-employment rights.
- C. Employee's right to re-employment shall exist for a period of two (2) years from the effective date of layoff.

Section 6. Federalization

In the event the Employer decides to cease meat and poultry inspections, in whole or in part, and to turn such inspections over to the Federal government or some other agency, the Employer shall negotiate over its impact with the union.

Section 7. Temporary Layoff

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 309.510 which allows the Employer to temporarily layoff any employee for not more than five (5) scheduled workdays in any 12-month period as a result of or for lack of work or funds.

ARTICLE 16 **VACATIONS**

Section 1. Amounts

Employees shall earn vacation time. No employee on a leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another classification.

Eligible employees shall earn vacation time in accordance with the following schedule:

- a) From the date of hire until the completion of five (5) years of continuous service: ten (10) workdays per year.
- b) From the completion of five (5) years continuous service until the completion of nine (9) years of continuous service: fifteen (15) workdays per year.
- c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) workdays per year.
- d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) workdays per year.
- e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) Years of continuous service: twenty-two (22) workdays per year.
- f) From the completion of twenty-five (25) years of continuous service: twenty-five (25) workdays per year.

Section 2. Vacation Time

Subject to operational needs, vacation time may be taken in increments of not less than one-half (1/2) hour after a minimum use of one hour. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned. Vacation time earned shall be computed in workdays.

Section 3. Interrupted Service

Computation of vacation time of state employees who have interrupted continuous state service shall be determined as though all previous state service which qualified for earning of vacation benefits is continuous with present service.

Section 4. Vacation Scheduling

The Employer, unless emergency needs dictate otherwise, shall not change an employee's vacation once it has been approved. In establishing vacation schedules, the agency shall consider both the employee's preference and the operating needs of the agency. Where the agency, based on operational needs, is unable to grant and schedule the vacation preference for all the employees within a Region or operations unit, but is able to grant some of such (one or more) vacation preferences, such approval shall be on the basis of seniority.

Vacation must be scheduled so that it may be taken no later than 24 months after the expiration of the calendar year in which such vacation was earned. If the employee does not request and take accrued vacation within such 24 month period, vacation earned during such calendar year shall be lost.

Section 5. Vacation Request Action

The Department shall approve or disapprove vacation requests within ten (10) days of the receipt of the request.

Section 6. Vacation Payment

If due to operational needs, the Employer cannot grant an employee's request for vacation time within the 24 month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) separate requests with at least 15 days between each request, for such time within the calendar year preceding liquidation.

No salary payment shall be made in lieu of vacation earned but not taken except as provided in this Section and on termination of employment for eligible employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

ARTICLE 17 **TEMPORARY ASSIGNMENT**

The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay, the employee must be qualified and be assigned, in writing, by the Employer to perform the duties and responsibilities which distinguish a higher position classification.

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily

assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received a promotion into such higher pay grade.

For temporary assignments totaling three (3) full workdays or more within a thirty (30) calendar day period commencing with the first day of the employee's assignment, the Employer agrees to pay the employee the higher rate as set forth above for the full time of such assignment. Any temporary assignment of less than one-half work day shall not be counted and any temporary assignment of more than one-half work day but less than a full work day shall be considered one (1) full work day.

Upon an employee's return to their certified classification, he/she shall be given the same permanent assignment held prior to accepting the temporary position.

No employee shall be required to work in a temporary position in excess of six (6) months per calendar year. For a period in excess of six (6) months, the employer shall advise the Union as to the rationale for such extension. This information shall be provided at the time the Employer determines to extend the temporary assignment. The Employer agrees not to rotate temporary assignments for the purpose of avoiding temporary assignment pay.

ARTICLE 18 **WORK RULES**

Section 1. Definition

Work rules are those rules promulgated by the Employer which regulate the personal conduct of the employee as it affects his/her employment. Such work rules shall be reasonable and shall not conflict with any provisions of this Agreement.

Section 2. Notice

Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union and the employees at least ten (10) working days prior to the effective date of the rules.

Section 3. Procedural Work Rules

Any changes in the current or future rules of procedure not governing an employee's personal conduct that impact the bargaining unit shall be provided to the employees and Union at least ten (10) working days prior to the effective date, whenever possible. Upon receipt of such changes, the Union may request to negotiate the impact of the change(s).

ARTICLE 19
CLOTHING AND EQUIPMENT

The Employer shall provide any special clothing, and/or equipment or the equivalent by reimbursement which is required by the Employer and/or is determined by the Employer as being necessary for such employees to perform their work.

Such equipment issued remains the property of the Employer and shall not be used by an employee at any time other than while said employee is on duty. An employee shall be responsible for full and careful maintenance of this equipment.

In the event the Employer determines to add or remove special clothing and/or equipment, upon timely request by the Union, the parties shall negotiate the impact of such decision.

ARTICLE 20
FILLING OF VACANCIES

Section 1. Headquarters

An employee's home shall be considered his/her headquarters. The headquarters shall be within the appropriate circuit and region. The Employer shall solely determine the size and number of circuits and regions. The employee's work site assignments may be changed by the Employer but reasonable advance notice to the employee of any permanent work site assignment changes shall be provided by the Employer. Such changes in work site assignments will not be considered permanent vacancies and will be for operational needs only.

Section 2. Policy

The Employer recognizes the operational value of internally promoting qualified employees and will strive to provide career progression subject to the operating needs of the agency. The Employer reserves the right to use at its discretion other means available as provided in the Personnel Rules of the Director of Central Management Services for filling vacancies, subject to the provisions of this Agreement.

Section 3. Definition of Permanent Vacancies

For the purposes of this Article a permanent vacancy is created:

- a) When the Employer determines to increase the work force and to fill the new position(s).
- b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

- c) Vacancies filled by bargaining unit and/or non-bargaining unit employees as a result of demotion or reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

No vacancy shall be filled in this manner if there are employees on layoff or subject to layoff who have contractual rights to such position.

Section 4. Posting

Permanent vacancies shall not be filled until the position has been posted for ten (10) days in a manner determined by the Employer and available to the employees. Such postings shall include job description, training and experience requirements, specialized skills, pay, region and circuit residency requirements, and related information.

Section 5. Lateral Transfer

Qualified bidders interested in the position must indicate such interest through the appropriate procedure within the 10-day posting period. Any bargaining unit employee may bid on a position, however, they must be deemed qualified and eligible to be considered for selection. An employee on a leave of absence at the time of the posting is not considered eligible. The Employer reserves the right to require specialized skills, training, experience and other necessary qualifications that have been set forth in the bid notice. When such vacancies are filled from within by qualified bidders it shall be by lateral transfer. Selection shall be made on the basis of seniority from among employees as set forth above, when the more senior employee has relatively equal skill and ability to perform the work required in the position classification; unless, a non-employee/non-bargaining unit applicant has demonstrably superior skill and ability to fulfill the needs as determined by the Employer; or the position requires completion of all Bureau training. After selection, the employee will be required to fulfill specialized Federal training. Bidders selected to fill permanent vacancies will be required to move at their own expense to the circuit of the identified vacancy. Employees must reside within the circuit at time of transfer. Employees shall be limited to one (1) transfer in a thirty-six (36) month period.

ARTICLE 21 **GEOGRAPHICAL TRANSFER**

In the event a geographic transfer under Central Management Services Personnel Rule 302.430 is required, such geographic transfer shall be done in accordance in the Personnel Rules.

ARTICLE 22
LEGISLATED BENEFITS

During the term of this Agreement, the Employer shall continue in effect and employees shall enjoy the benefits rights and obligations of (a) the group insurance health and life plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (5 ILCS 375) as amended or expressed; and (b) the retirement program provided in the Illinois Pension Code (40 ILCS 5) as amended or superseded.

Section 2. Pension Contribution

Employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate.

ARTICLE 23
LABOR MANAGEMENT MEETINGS

Section 1. General

The Employer shall meet with Union representatives and/or staff in labor management meetings on a biannual basis, unless mutually agreed otherwise. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least five (5) days in advance of the scheduled dates of the meeting if possible. The meeting shall be limited to, the following items:

- A. Discussion of the administration of this Agreement.
- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subjects of mutual interest.
- D. Discussion of changes in non-bargaining conditions of employment contemplated by management which may affect the employees in the bargaining unit

Section 2. Attendance

The Employer shall allow up to two (2) bargaining unit employees to attend the biannual labor management meetings without loss of pay for their normal work hours. Attendance at such meetings shall not be unreasonably denied, but shall not interfere with the agency's operations. Travel expenses associated with these meetings shall be the responsibility of the employee.

ARTICLE 24 **UNION RIGHTS**

Section 1. Access to State Premises by the Union

Employer agrees that Union staff shall have reasonable access to the premises of the Employer, giving notice prior to arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. The Union agrees that such visitations shall not unduly interfere with the operations requirements of Employer. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a staff representative where security requirements exist.

Section 2. Information Provided to the Union

If requested, the Employer shall notify the Union in writing of any of the following personnel transactions which have taken place involving bargaining unit employees:

Promotions, demotions, layoffs, re-employments, transfers, leaves, returns from leaves, superior performance increases, new hires, suspensions, discharges, re-allocations and terminations.

A continuous service roster of bargaining unit employees shall be provided to the Union upon request.

Section 3. Non-Preferential Treatment

Those employees designated as stewards and/or the Union representatives shall not receive preferential treatment. The Employer agrees that such employees shall be reassigned because of operational needs only and not because of legitimate Union activities.

Section 4. Leaves to Attend Union Meetings

The Employer shall grant a reasonable number of employees leave without pay for a maximum of three (3) days per employee per calendar year for the purposes of discussing the administration of this Agreement. The Union shall provide written notice to the Employer at least 15 days prior to the meeting date. The Employer shall not unreasonably deny an employee's request for such leave and such leave shall not substantially interfere with the operating needs of the Employer.

Section 5. Leaves to Conduct the Union Business

The Employer shall grant requests for leaves of absence without pay for not

more than one (1) bargaining unit employee at any one time; for the purpose of service as Union representatives or officers with a State or National organization, up to a maximum of six (6) months, provided adequate notice is afforded to the Employer and granting such leave will not substantially interfere with the Employer's operations. The length of such leave may be increased by mutual agreement of the parties. Continuous service shall be retained and accumulated for a maximum of one (1) year and the employee, continuous service permitting, can return to his/her position classification at the termination of leave.

Section 6. Union Agent of Record

Unless the Union has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to Local 2002, 2945 Stanton Ave. Suite A, Springfield, IL 62703.

ARTICLE 25 **TRAINING**

Employer and the Union recognize the need for the development and training of employees in order that services are efficiently and effectively provided. In recognition of such principle, the Employer shall endeavor to provide employees with orientation to current procedures, forms, methods, material, and equipment used in the work assignments. Time spent by an employee in a training program, approved by the Bureau Chief shall be considered work time.

ARTICLE 26 **PERSONNEL FILES**

Section 1. Number and type

Only one personnel file will be maintained at the Bureau Chief's Office for each employee and the agency shall have the right to maintain a copy at its central office. The Department of Central Management Services shall keep and maintain an official personnel file. Working files may be kept by supervisors for employees, and such files shall contain only job related material. Working files shall not be considered personnel files as required in this Article. No other files, records or notations shall be kept by the Employer or any of its representatives except as may be prepared or used by the Employer in the course of preparation or participation for any pending case, such as a grievances, civil service matter, criminal investigation, Department of Human Rights or EEOC matter, etc. An employee has the right upon written request to review the contents of his/her personnel file or working file. Such review may be made during working hours with no loss of pay for time so spent within reason.

Upon authorization by an employee, the Union may inspect that employee's personnel file following written request to the Employer.

Section 2. Employee Notification

A copy of any disciplinary action or material related to employee's performance which is placed in the personnel file will be served in person upon the employee (the employee noting receipt, or the supervisor noting failure of employee to acknowledge receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of Employer. It is the obligation of each employee to provide Employer with his/her current address and telephone number.

Section 3. Counseling Session Notations

Copies of notations of counseling session shall not be placed in an employee's personnel file unless such session is part of a disciplinary action taken against an employee.

Supervisors shall not maintain in working files copies of, or notations of, counseling sessions beyond a period of one year or when such session is made part of an evaluation, whichever comes first.

ARTICLE 27 **MISCELLANEOUS**

Section 1. Distribution of Contract

The contract shall be made available on the Department of Central Management Services' website.

Section 2. Safety and Health

The Employer shall attempt to provide a safe and healthy place within which employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented.

Section 3. Assignment within Classification Specification

The phrase "performs other duties as required or assigned" under illustrative examples of work in the job classification specification shall be interpreted to mean other duties which are reasonably within the intended scope of the job classification.

Section 4. Notification of Leave Balances

Employees shall be allowed to review and verify their time and attendance records on a monthly basis.

Section 5. Fitness for Duty

When the Employer has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the Employer may rely upon the decision of an impartial physician from SERS (State Employee Retirement System) for the employee's fitness for duty. Such examination shall be paid for by the Employer.

Section 6. Rehabilitation

Pursuant to the State of Illinois Employees Assistance Program, the Employer shall make employees aware of and offer referral for counseling and any other reasonable and appropriate services.

ARTICLE 28 **NO STRIKE – NO LOCKOUT PROVISION**

Section 1. No Strike

In as much as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, Employer and the Union recognize their responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, the Union agrees:

- A. That neither it nor any of its members, individually or collectively, will authorize or support any form of strike or any other concerted interruption of operations or services by employees. The Union acknowledges Employer has the right to deal with any such work action through disciplinary action, including discharge and/or injunctive relief.
- B. When Employer notifies the Union by certified mail that any of its members are engaged in such job action, the Union shall immediately, orally and in writing, order such employees to return to work and provide the Employer with a copy of such written order by certified mail within 24 hours of such order being given to the employees.

Section 2. No Lockout

The Employer agrees not to lock out employees during the term of this Agreement.

ARTICLE 29
AUTHORITY OF CONTRACT

Section 1. Partial Invalidity

If any provisions of this Agreement or any application thereof, should be declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or judicial, legislative or administrative body, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful.

Section 2. Effect of Department of Central Management Services Rules

Unless specifically covered by this Agreement, the Personnel Rules of the Department of Central Management Services and its Pay Plan shall control. However, the parties agree that the provisions of this Agreement shall supersede any provisions of the Rules and Pay Plan of the Department of Central Management Services relating to any subjects of collective bargaining contained herein when the provisions of such Rules or Pay Plan differ with this Agreement.

Section 3. Increase or Decrease in Benefits

In the event the Director of Central Management Services of any increase in the number of holidays, vacation days, sick days, personal days, or other related non-wage economic benefits granted unilaterally to all employees covered by the Personnel Code such increases shall be made applicable to the employees covered by this Agreement.

In the event of any decrease in the number of holidays, vacation days, sick days or other non-wage economic benefits the Director shall notify the Union and upon timely request negotiate with the Union over the impact of such reductions.

Section 4. Entire Agreement

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. Where past practice directly conflicts with the express terms of the contract, the contract shall prevail. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such Personnel Rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the

Employer and the Union, for the term of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 30
TERMINATION

This Agreement shall be effective upon the signature of the parties, and shall continue in full force and effect until midnight, June 30, 2008, and thereafter from year-to-year unless not more than 180, but not less than 60 days prior to June 30, 2008 or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement.

In witness hereof, the parties have hereto set their signature on the day first above written.

For the State of Illinois

For the Laborers' International
Union of North America - Illinois
State Employees Association,
Local 2002

Date

Date

For the Southern and Central
Illinois Laborers' District Council

Date